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ABSTRACT

The agreement between the Board of Trustees of Dutchess Community College and the County of Dutchess and the Dutchess United Educators (DUE) is presented for the period between 1987 and 1991. The 12 articles in the agreement set forth provisions concerning: (1) recognition of the bargaining unit; (2) responsibilities of the Board of Trustees; (3) rights of the DUE, including collective bargaining rights and membership dues deduction; (4) DUE benefits, including use of college facilities, release time for the DUE president, and distribution of the agreement; (5) benefits for educators, including professional development, holidays, vacations, leaves, health and life insurance, and early retirement; (6) responsibilities and practices of educators with respect to outside compensated activities, professional obligations, annual teaching load, evening assignments, advising responsibilities, and office hours; (7) general professional practices, including those related to personnel files, promotion of teachers, removal of tenure, and non-renewal of appointments of non-tenured teachers; (8) salaries; (9) terms and conditions of employment; (10) conclusion of collective negotiations and severability; (11) approval of the legislature; and (12) duration of the agreement. Policies concerning academic freedom and salary schedules are appended. (EJV)

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AGREEMENT BETWEEN THE

BOARD OF TRUSTEEES OF DUTCHESS COMMUNITY COLLEGE

AND THE

COUNTY OF DUTCHESS

AND THE DUTCHESS UNITED EDUCATORS

1987-1991

National Education Association
Washington, DC

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AGREEMENT

AGREEMENT between the Board of Trustees of Dutchess Community College and Dutchess United Educators and the County of Dutchess.

ARTICLE I:

RECOGNITION

Pursuant to Article XIV, section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the Board of Trustees), acting on behalf of the local sponsor, recognizes the Dutchess United Educators (hereinafter referred to as DUE) as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all continuing or temporary full-time professors, associate professors, assistant professors, and instructors (hereinafter referred to as teaching educators), and all full-time administrators serving in the following positions (and hereinafter referred to as non-teaching educators):

GROUP I

Associate Librarian
Admissions Minority Counselor
Inmate Education Counselor
Assistant Director of Student Activities
Admissions Counselor
Counselor
Assistant Librarian
Assistant Registrar for Records
Admissions/Registrar Counselor
Coordinator of Study Skills

GROUP II

Registrar
Associate Registrar
Coordinator of Adult Career Education Counseling
Director of Developmental Education
Assistant Dean of Community Services
Director of Student Activities
Director of Financial Aid
Director of Telecommunications and Instructional Media
Director of Inmate Education
Director of Career Development, Placement and Transfer Services
Assistant Director of the Physical Plant
Associate Director of Admissions
Assistant Director of Career Development, Placement and Transfer Services

GROUP II, Cont'd.

Director of Counseling
Director for Computer Based Education and Training
Director of Evening Student Services

GROUP III

Associate Dean of Community Services and Special Programs
Associate Dean of Student Personnel Services
Director of Library
Associate Dean of Facilities
Director of Admissions and Registrar

GROUP A

Student Personnel Assistant
Assistant Director of Financial Aid
Study Skills Specialist
Director of Scheduling

GROUP B

Lab Assistant
Nursery School Educator
Field Lab Supervisor

OTHER

Full Time NTEs on Grant-Funded Appointment

Where appropriate, teaching educators and non-teaching educators shall be referred to jointly as educators.

ARTICLE II:

RESPONSIBILITIES OF THE BOARD OF TRUSTEES

2. Nothing contained herein shall be construed as a delegation or waiver of any powers of duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

ARTICLE III:

RIGHTS OF THE DUTCHESS UNITED EDUCATORS

3.1 Collective Bargaining Rights:

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce or harass any educator in the enjoyment of any right conferred upon him/her by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any educator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in DUE or his/her participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his/her institution of any grievance or complaint under this Agreement.

3.2 Membership Dues Deduction

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance with Section 208, Article XIV of the Civil Service Law.

ARTICLE IV:

DUE BENEFITS

4.1 Use of College Facilities:
DUE may use College facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

4.2 Release Time for DUE President:

Teaching educators serving as President of DUE will be released six (6) contact hours per academic year, along with registration duties and committee assignments.

4.3 Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Trustees and four hundred (400) copies shall be given to the Dutchess United Educators. The College shall not be obligated to provide copies of this Agreement to any unit member.

4.4 Academic Calendar:

In the development of the Academic Calendar, the views and recommendations of DUE shall be solicited and considered.

ARTICLE V:

BENEFITS FOR EDUCATORS

Professional Development

5.1 Annual Load Redistribution for Graduate Work, etc.:

In order to accommodate teaching educators who wish to take graduate courses, or perform other professionally related activities, said educators, where feasible and consistent with departmental practices, and in consultation with the Dean of Academic Affairs, may elect to teach a maximum of three extra-service contact hours, in the Fall semester, without compensation, in order to reduce their required teaching load in the Spring semester. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Dean of Academic Affairs, may teach a maximum of three contact hours in the Summer session subsequent to the academic year, without extra-service compensation, in order to achieve a full teaching load for that academic year. It is further understood that if a teaching educator is unable to teach the number of contact hours, in the Fall or Summer, which are necessary to achieve a full teaching load, as required in their discipline, they will have their annual contact salary adjusted accordingly for that year.

5.2 Book Allowance, Travel Funds, Computer Hardware/Computer Software:

For the 1987-88 academic year, educators shall be reimbursed up to $275 to cover the cost of conferences, professional books, journals, subscriptions, and computer hardware/computer software of a job related nature. This allowance shall be increased by $25 in each succeeding year of this Agreement. Guidelines for administration of this policy will be promulgated by the Board of Trustees.

5.3 Tuition Reimbursement:

For the period of this contract, sums of money shall be allocated each year for reimbursement of tuition fees for study as approved by the Dean of Academic Affairs for teaching educators and by the President for non-teaching educators.

For 1987-88, the sum shall be $27,500. This sum shall be increased by $2,500 in each succeeding year of this Agreement. Limitations shall be $600 per year to each educator. Among teaching educators, those taking courses to satisfy promotion and tenure requirements will be given first priority. Guidelines for the administration of this policy will be promulgated by the Board of Trustees.

5.4 DCC Course Enrollment:

All members of the bargaining unit will be able to attend any credit class and any job-related credit-free class offered by Dutchess Community College on a space available basis. The conditions under which this benefit may be exercised are: (1) The class hours do not interfere with the performance of a staff member's full-time responsibilities. (2) The staff member would not pay any tuition or registration charges. (3) The Professional Development allowance may be used to purchase texts and/or materials necessary for the class. (4) The staff member would have neither credit nor audit status but, upon successful completion of the course, would have a letter placed in his/her personnel folder verifying this professional development activity. (5) Credit-free courses shall be deemed to be job-related when approved by the staff member's Department Head and the appropriate supervising Dean.

Holidays, Vacations, Leaves

5.5 Vacations and Holidays:

Non-teaching educators, other than temporary appointments shall be granted twenty-one (21) working days vacation per year. After five (5) full years of service at Dutchess Community College, non-teaching educators shall be granted one additional vacation day. Non-teaching educators may receive payment for up to five (5) unused vacation days per year at the rate in effect in August of the year in which the days were earned or may carry over up to five (5) unused vacation days which shall be used by March 15 of the following year. There shall be twelve (12) holidays a year.

5.6 Sick Leave:

(a) The Board of Trustees agrees that educators with ten (10) month responsibilities shall be granted ten (10) working days sick leave with pay for each year of service. Educators with twelve (12) month responsibilities shall be granted twelve (12) working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall not be less than one-half day.

(b) If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five (5) days

beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long term disability insurance becomes effective -- whichever is sooner. Such authorization shall not be unreasonably denied.

(c) Monthly income benefits provided through the long term disability plan will be 60% of the first $5000 of monthly salary base with a maximum payment of $3000 monthly.

(d) Upon the death of any educator while in service at the College, payment up to forty (40) days of any remaining accumulated sick leave will be paid by the College to his estate, at the rate of $50 a day.

(e) Upon retirement educators with unused days of sick leave and ten (10) years of credited full-time service, shall be paid one (1) day for each three (3) unused sick days, up to a maximum of forty-five (45) days.

Payment to teaching educators for unused days of sick leave shall be 1/180 of their final salary per day and to non-teaching educators 1/240 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

(f) Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a spouse or children. Bereavement is the absence due to the death of a staff member's mother, father, husband, wife, siblings, children, or other dependents or household members.

5.7 Sabbatical Leaves:

(a) The Board of Trustees agrees that every tenured teaching educator having six (6) years of consecutive service shall be eligible for sabbatical leave. Further, full-time non-teaching educators, on other than temporary contracts or grant-funded appointments, having six (6) years of consecutive service shall be eligible for sabbatical leave.

(b) The Board of Trustees agrees that sabbatical leaves may be given up to a maximum of five (5) percent of the teaching educators and five (5) percent of the non-teaching educators each academic year consistent

with the requirements of the College. Those granted full-year sabbaticals shall receive fifty (50) percent of their base salary for that period. Those granted half-year sabbaticals shall receive one hundred (100) percent of their base salary for that period.

(c) Those taking half-year sabbaticals during the Spring semester shall not be required to return to work following the Christmas break if the Dean of Academic Affairs approves.

(d) The Board of Trustees encourages full year sabbatical proposals from teaching educators.

(e) Up to two additional sabbaticals beyond the five (5) percent may be available each year designed to provide additional qualifications to teach in a different discipline: for full time tenured teaching educators with at least 10 years of continuing full time teaching experience at Dutchess or permission of the Dean of Academic Affairs, not eligible for sabbaticals under the regular process, unable to be assigned a full teaching load, and facing the prospect of termination. Application for such a sabbatical must be with permission of the President and must be in a field in which there is an institutional teaching need.

(f) In lieu of applying for such a sabbatical, the individual in question may choose, with the approval of the President, to receive fifty (50) percent of his/her last year's base salary as severance at the conclusion of his/her 12 month notification year (last year). Such payments shall be subject to all applicable federal, state, and local taxes and other payroll deductions.

Individuals who are approved to receive severance will be continued in the College's Health Insurance Program pursuant to COBRA legislation. The College will pay for the first six months of continued coverage.

5.8 Personal Leave:

The Board of Trustees shall grant teaching educators three (3) days of personal leave credit per academic year and four (4) for non-teaching educators. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Such leave may be used to conduct personal business, attend to family affairs,

observe religious holidays, and similar matters of a private nature.

5.9 Maternity and Paternity Leave :

(a) The Board of Trustees shall grant educators a leave of absence without pay upon the birth of a child or adoption of a preschool age child. Such leave may commence prior to the actual date of birth or adoption as may be mutually agreeable. Leaves under this provision shall not exceed one year.

(b) Extension of such leaves of absence may be granted by the Board of Trustees. Such requests shall not be unreasonably denied.

(c) Accumulated vacation leave credits as may be available may be used to reduce the amount of leave without pay.

(d) Accumulated sick leave credits as may be available may be used to reduce the amount of leave without pay, upon competent medical proof that such educators are unable to perform their regular duties.

5.10 Jury/Court Appearances/Military Duty:

Educators scheduled for jury duty; those required to appear in any court or before any administrative agency of the Federal, State, or local government; and those called to military duty shall be excused from professional responsibilities for such appearances. Compensation, if any, received for jury duty shall be remitted to the College.

5.11 Leaves Without Pay:

(a) The President and the Board of Trustees may, upon request by an educator, grant a leave of absence without pay. Such requests shall not be unreasonably denied. Leaves of absence up to thirty (30) calendar days duration may be approved by the President without approval by the Board of Trustees. During such leaves, fringe benefits will be continued.

(b) In cases agreed upon in advance by the Board of Trustees, upon return from leave, an educator may be placed at the same position on the salary that he/she would have been on had he/she worked in the College during such period exclusive of rank promotion. Educators on unpaid leave shall retain but shall not accrue credit, as applicable, toward tenure or sabbatical leave.

Health

5.12 Health Insurance:

a. Health insurance will be provided through a plan with benefits similar in scope to those provided by the current Empire Plan. The plan initially selected will be either the current Empire Plan, the Pooled Arrangement with Dutchess County School Districts, or the Dutchess County Plan. Healthshield will continue to be an option.

During the life of this Agreement, the College will have the option of changing health insurance carriers, provided that similar benefits are provided and that DUE is given 60 days notice of the College's intention to change carriers.

b. If health insurance is provided either through a Pooled Arrangement with Dutchess County School Districts or the Empire Plan, the following buyout provision will be implemented effective January 1, 1989.

Educators who are otherwise insured may voluntarily opt out of the health insurance plan. Those who opt out will receive an annual payment for each year opted out in accordance with the following schedule:

Family Coverage - $1,000

Individuals who opt out must provide written proof of alternative health insurance. Specific application procedures and payment dates will be determined by the college. Re-entry into the health insurance program will be permitted (with proof of loss of insurance) subject to a waiting period of 90 days. Additional procedures for the administration of the buyout will be determined by the College.

Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

5.13 Dental Insurance:

Dental insurance will initially be provided by The Travelers. The cost of the plan will be fully paid by the College.

During the life of this Agreement, the College will have the option of changing dental insurance carriers provided that similar benefits are provided and that DUE is given 60 days notice of the College's intention to change carriers. The plan must be agreeable to Dutchess Community College and the Dutchess United Educators.

Retirement

5.14 Early Retirement:

(a) Educators retiring will be continued in the New York State Government Employees Health Insurance program with the premium paid by the College as prior to their retirement until the educator accepts other employment with an employer with a health insurance program or until social security retirement health benefits become effective.

(b) Educators, upon reaching the age of 55 with at least ten (10) years of credited service at Dutchess Community College or after twenty (20) years of full-time credited service at Dutchess Community College, shall be entitled to the following retirement incentives.

Age of Retirement	Incentive % of Final Academic Year Salary
55 with 10 years of full-time credited service at DCC	95%
55 or less after 20 years of full-time credited service at DCC	95%
56	90%
57	80%
58	70%
59	60%
60	50%
61	40%
62	30%
63	20%
64	10%
65	0%

(c) Educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the College President by January 1, prior to the academic year in which they plan to retire whether this is expected to be at the end of the next Fall or Spring semesters. Educators shall receive such incentive payment in a lump sum during the last semester of full-time employment. This distribution shall be during the last pay period preceding the effective date of their retirement, or for faculty on Extended Early Retirement, during the last pay period preceding their movement to half-time lecturer.

(d) Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(e) Teaching educators who choose early retirement may, at the time of application, also apply for Extended Early Retirement, in which case they would remain on the faculty as half-time lecturers with half their annual salary calculated on the basis of the first step of the rank which they had achieved at the time of application. Teaching educators opting for Extended Early Retirement may continue in this state from the time they receive their incentive for a period of up to five (5) years or until they file for retirement benefits, whichever comes first. The Extended Early Retirement may begin up to one year after the receipt of Early Retirement incentive. The five years additional teaching need not be done on a continuous basis.

It is further understood that, as half-time lecturers, teaching educators no longer occupy tenure track positions and are not eligible for the benefits and privileges of full-time permanent faculty with the exception of health benefits outline in Subsection (a).

5.15 Proper Academic Attire:

The Board of Trustees shall provide proper academic attire, without expense to educators, in accordance with protocol required for convocations or commencement exercises.

5.16 Life Insurance

Effective September 1, 1988, term life insurance will be provided for each educator during the life of this Agreement. Such insurance will be provided in an amount equal to one times the educator's base salary rounded to the nearest thousand dollars.

ARTICLE VI:

RESPONSIBILITIES AND PRACTICES OF EDUCATORS

6.1 Outside Compensated Activities:

Full-time employment by the College shall be considered the basic full-time employment of all educators. In the performance of his/her specific and individual duties and obligations to the College, the educator shall be regarded as an employee of the College. He/she shall be responsible to his/her immediate supervisor, to the appropriate Dean and to the President of the College, and to the Board of Trustees, as the case may be. Educators may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities. Educators engaging in outside compensated activities shall notify the President prior to the acceptance of such commitments and shall specify in writing their exact nature and duration. After stating the reasons, the President may withhold approval of such activities or request their discontinuance.

6.2 Professional Obligations:

The professional obligations of teaching educators shall begin on Tuesday immediately following Labor Day or two (2) working days before the start of classes, whichever comes first, and shall terminate with the completion of their professional duties, which may be no later than three (3) working days following graduation exercises, except that nothing herein shall prohibit the assignment of duties related to registration. The professional obligation shall be from September 1 until the following August 31. Teaching educators shall be assigned duties involving registration the week before the beginning of classes in the Fall and Spring semesters, as provided in the Professional Staff Handbook.

6.3 Annual Teaching Load:

Teaching educators shall teach in each academic year a maximum of thirty (30) contact hours without additional pay in the following disciplines: Accounting, Art History, Behavioral Sciences, Business, Computer Science, Economics, French, German, Geography, Government, Health Education, History, Italian, Mathematics, Philosophy, Psychology, Spanish, and Speech. Those educators teaching English shall teach in each academic year a maximum of twenty-seven (27) contact hours without additional pay. Teaching educators shall teach in each academic year a maximum of thirty-three (33) contact hours without additional pay in the following disciplines: Architectural Technology, Art, Astronomy, Biology, Child Care, Chemistry, College Study Skills, Communications & Media Arts, Community Mental Health Assisting,

Computer Assisted Drafting, Computer Information Systems, Computer Integrated Manaufacturing, Criminal Justice, Dance, Dietetic Technology, Early Childhood, Electrical Technology, Electromechanical Technology, Engineering, Environmental Science & Conservation, Geology, Medical Laboratory Technology, Music, Nursing, Office Technologies, Physical Education, Physical Sciences, Physics, Reading, Recreation Leadership, Retail Business Management, Theatre, and Youth Worker.

The Clerical Skills Specialist will teach a maximum of forty-two (42) contact hours. Those educators teaching Air Conditioning and Refrigeration shall teach in each academic year a maximum of thirty-six (36) contact hours; those teaching Welding a maximum of thirty-eight (38). However, if thirty (30) lecture hours are taught in a year, it shall be a full load.

6.4 Evening Assignments to Make Full Load:

Teaching educators for whom it is not possible, under good administrative and educational practice, to assign a normal teaching load may be assigned evening courses or other professional duties, without additional compensation, at the discretion of the Dean of Academic Affairs and support of the appropriate department head. Past departmental practices will be followed. In the event that evening assignments become necessary for a teaching educator to make full load, past departmental practices may be waived by the Dean of Academic Affairs.

6.5 Office Hours:

Normally, teaching educators shall maintain and post four (4) office hours per week on four (4) different days for the purpose of advising and assisting students with their course work. Exceptions may be made with the approval of the Dean of Academic Affairs.

6.6 Advisees:

Normally, educators shall be assigned no more than twenty (20) students as advisees per semester. The major criterion for assigning students shall be the area of competence of the educator. Exceptions may be made upon request of the educator to the Dean of Academic Affairs. Educators will be expected to devote an appropriate period of time as outlined in the Professional Staff Handbook advising their assigned advisees; such time not to include that spent in student conferences related to instructional and course work. Educators will assume responsibility for contacting their assigned advisees and taking any required initiative to assure that effective advisor-advisee relationships and records are developed and maintained as outlined in the Professional Staff Handbook.

6.7 Master Schedule Guidelines:

(a) Classes should be assigned to rooms and laboratories which can properly accommodate them;

(b) To the extent possible, a class should be assigned to meet in the same room for all its lecture sessions;

(c) The regular College teaching day shall begin at eight a.m. and terminate at four-fifty p.m., except that on Thursdays, such hours shall be from eight a.m. to five-fifteen p.m. Teaching educators shall normally have instructional responsibilities scheduled five days a week and shall be on campus as required to perform their professional obligations. In the interest of permitting graduate study or other professional work, or adjusting an underload, or meeting an unanticipated educational need, exceptions to this guideline may be made with the approval of the Dean of Academic Affairs and the appropriate department head;

(d) The College will not split evening courses (i.e., those beginning after the hours of the regular teaching day as specified above), or day lecture courses without the agreement of the individual concerned in order to achieve a full teaching load. Exceptions may be made for courses which are appropriate for team teaching or are agreed to by the teaching educator(s) concerned. Teaching educators shall generally have classes scheduled within a six-hour spread. The assignment of teaching educators up to an eight-hour spread by the Dean of Academic Affairs is permissible in order for the teaching educators to make full load.

(e) Department heads, after consulting with program chairperson and other teaching educators, shall inform the Director of Scheduling in writing of any special scheduling requirements for courses offered by their respective departments at least eight weeks before the end of the semester prior to the semester for which the request is made. Such requests shall include items requiring special consultation, or for which special arrangements must be made.

(f) Specific assignments for teaching educators will be determined within each department and approved by the Dean of Academic Affairs.

6.8 Work Week for NTEs:

The Trustees acknowledge the College's obligation to establish reasonable weekly workloads for non-teaching educators with full recognition on the part of DUE that there may be critical periods during which the established workloads may be exceeded. Normally, except in cases of

institutional or student need, non-teaching educators shall be scheduled to work Monday through Friday from 9:00 a.m. to 5:00 p.m.

Initiating with the first full work week in June and ending with the last full work week in August, NTEs may work a four-day, 40 hour work week including 1 hour and 15 minutes lunch daily with their consent and with the approval of the appropriate Dean. Sick days, personal days, and leave days taken during a four-day work week shall be adjusted accordingly.

6.9 Committee on NTE Job Security and Professional Development:

The joint six (6) member committee established by the President and DUE to study the questions of job security and professional development for non-teaching educators will be convened within three months of the signing of this Agreement. This committee shall be charged with the study and development of recommendations for a system of promotion and rank for NTEs. The final recommendations of this committee shall serve as the basis for the implementation of a system of promotion and rank for non-teaching educators which shall be mutually agreed upon between the College and DUE.

Non-teaching educators with three (3) years or more of service shall be given one (1) year's notice in the event their services are terminated.

ARTICLE VII:

GENERAL PROFESSIONAL PRACTICES

7.1 Personnel Files:

(a) The Board of Trustees shall maintain two files, an open file and a closed file, for each educator.

(b) The open file shall contain all materials accumulated following his/her initial appointment to the College.

(1) The open file, kept in the office of the Dean of Academic Affairs, shall be available for review by the educator and his/her representative pursuant to the procedures promulgated by the Board of Trustees in the appropriate section of the Professional Staff Handbook.

(2) The educator shall have the right to read the contents of the file and attach any comments which he/she may deem relevant to any of the materials contained therein.

(c) The closed file shall contain only the materials accumulated prior to the unit member's appointment to the College.

(d) At the end of each academic year, department heads shall deposit in the open file any memoranda or communication bearing upon the professional performance of an educator including merit evaluations. Any of this information not placed in an open file should be destroyed.

7.2 Promotion of Teaching Educators:

(a) The Board acknowledges a commitment to a professionally sound policy of appointment and promotion to positions of academic rank based upon the instructional needs of the academic program and student enrollment and the professional progress and achievement of the teaching educators. To this end, each year the Board of Trustees shall provide for the promotion of those full-time teaching educators eligible and qualified for promotion in rank to the extent that positions are available to support such promotions. Availability of positions will be determined by budgetary criteria.

(b) A Committee on Promotion and Tenure shall be established to advise the President and Board of Trustees in the development of decisions on promotion of teaching educators, continuing appointments and non-reappointment of continuing appointments. The Committee shall consist of ten (10) tenured faculty

members, with one-half (1/2) elected annually by the teaching educators. Five (5) members shall be from the general education disciplines; five (5) shall be from the career disciplines; and at least one of either five (5) shall be a department head, alternating between the general education disciplines and the career disciplines. Department heads will be ineligible to serve if they have candidates for promotion or tenure from their department. No candidate for promotion shall serve on the Committee during the period of his/her candidacy for promotion.

(c) Within each department of the College, all teaching educators meeting minimum requirements for promotion and/or tenure shall be considered by a committee composed of the department head and all tenured teaching educators of that department. Formal procedures for departmental recommendations on promotions and continuing appointments shall be made in accordance with procedures promulgated by the Board of Trustees.

(d) All departmental recommendations shall be forwarded in writing to the Committee on Promotion and Tenure. Department heads who wish to recommend promotions, continuing appointments or non-reappointments of continuing appointments will be invited, along with the candidate, to appear before the Committee to support their recommendations. A department head may be accompanied by an additional staff member of his/her choice. Department heads may also be required to justify their failure to recommend an eligible teaching educator for promotion.

(e) The Committee on Promotion and Tenure shall forward in writing its recommendations to the Dean of Academic Affairs. The Dean of Academic Affairs shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations, to the President. The President shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations to the Board of Trustees.

(f) Notice of promotion and tenure shall be publicly announced within a reasonable time after the individuals concerned are notified.

(g) Eligibility for tenured appointments is set at no more than six (6) years of full-time teaching at the College.

7.3 Removal of Tenure:

(a) The Tenure Hearing Committee in the removal of tenure procedure will include twelve (12) tenured teaching educators respectively who receive their appointments by vote of the tenured faculty. The twelve (12) members will include six (6) from the general education disciplines and six (6) from the career disciplines.

(b) The Board of Trustees agrees to pay for the preparation and reproduction of the record in sufficient quantities in any hearing resulting from action taken by the Trustees to terminate the continuing appointment of a teaching educator. The Trustees also agree to pay up to a maximum of $1,000 for mileage at the I.R.S. rate for witnesses required in any one proceeding.

7.4 Non-Renewal of Appointments of Non-Tenured Teaching Educators:

(a) At the time of initial appointment, teaching educators will be advised of the criteria and procedures employed in decisions affecting renewal.

(b) To facilitate adequate consideration of the performance of teaching educators with reference to the criteria in effect, department heads will be required to confer annually with teaching educators on term appointments.

(c) Teaching educators will be advised of the time that decisions concerning renewal and non-renewal of appointments are generally made, and be given an opportunity to submit material relevant to the adequate consideration of their performance and qualifications.

(d) In the event a recommendation not to renew an appointment is made, the teaching educator involved will be informed of the negative recommendation in writing by the President, and upon request, will be advised of the reasons which contributed to the negative recommendation. If a positive recommendation is denied, the reasons will be given by the Board of Trustees.

(e) The Committee on Promotion and Tenure shall review negative decisions if the affected teaching educator so requests in writing, on grounds of inadequate consideration, discrimination, or violation of academic freedom. Such requests shall be made within thirty (30) days of receipt of the negative decision. Committee recommendations shall be submitted as per 7.2(e) of the Agreement.

7.5 Retrenchment:

In instances where financial exigencies may require the reduction of faculty, rank, seniority in time service at the College, and tenure status shall be primary factors in determining who shall be retained within disciplines. Faculty who are non-tenured shall be released first.

7.6 Notice of Termination:

Notice of termination to those holding term appointments shall be

- not later than April 1 for appointees in their first year of academic service to the College;
- not later than February 1 for those serving in their second year of academic service to the College;
- at least twelve months notice for all others.

7.7 Contract Grievance Procedure:

(a) Definition: A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

(b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his/her designee within thirty (30) calendar days after DUE knew, or reasonably should have known, of the act or condition giving rise to the dispute.

(c) Step 2

Within fifteen (15) calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his/her designee may request DUE to meet in an effort to resolve the grievance. The President or his/ her designee shall reply to DUE, in writing, within fifteen (15) calendar days following receipt of the grievance.

(d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within fifteen (15) calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the

Trustees in writing on forms provided by the Trustees. Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to or subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement, and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

(e) Unless the decision of the arbitrator(s) is appealed pursuant to Article 75, Section 7511 (a), (b) 1, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties.

ARTICLE VIII:

SALARY

8.1 Salary Determination:

(a) Teaching and Non-Teaching Educators

For 1987-1988

The amount of dollars available for increases to full-time educators returning from the 1986-1987 academic year, represented by DUE and under contract, shall be no more than 4% of the total regular salary contracts of those educators calculated as of February 1, 1987. This sum shall not include the salaries of those who have left permanently during the 1986-1987 academic year.

The distribution pattern for educators shall be composed of a move on the salary schedule, for those eligible, resulting in a receipt of a merit increase. Educators shall receive an equal percentage enrichment determined by the number of dollars remaining after merit allocation. (See Appendix B.)

For 1988-1989

The amount of dollars available for increases to full-time educators returning from the 1987-1988 academic year, represented by DUE and under contract, shall be no more than 5% of the total regular salary contracts of those educators calculated as of February 1, 1988. This sum shall not include the salaries of those who have left permanently during the 1987-1988 academic year.

The distribution pattern for educators shall be composed of a move on the salary schedule, for those eligible, resulting in a receipt of a merit increase. Educators shall receive an equal dollar enrichment determined by the number of dollars remaining after merit allocation. (See Appendix B.)

A longevity payment of $250 will be given to educators who are at the top salary grade for their rank or group and, as a result, do not receive a merit increment. Such a payment shall not be added to the base or schedule.

For 1989-1990

The amount of dollars available for increases to full-time educators returning from the 1988-1989

academic year, represented by DUE and under contract, shall be no more than 5% of the total regular salary contracts of those educators calculated as of February 1, 1989. This sum shall not include the salaries of those who have left permanently during the 1988-1989 academic year.

The distribution pattern for educators shall be composed of a move on the schedule, for those eligible, resulting in a receipt of a merit increase. Educators shall receive an equal dollar enrichment determined by the number of dollars remaining after merit allocation. (Appendix B will be updated accordingly for the 1989-90 academic year.)

A longevity payment of $475 will be given to educators who are at the top salary grade for their rank or group and, as a result, do not receive a merit increment. Such a payment shall not be added to the salary base or schedule.

For 1990-1991

The amount of dollars available for increase to full-time educators returning from the 1989-1990 academic year, represented by DUE and under contract, shall be no more than 6% of the total regular salary contracts of those educators calculated as of February 1, 1990. This sum shall not include the salaries of those who have left permanently during the 1989-1990 academic year.

The distribution pattern for educators shall be composed of a move on the schedule, for those eligible resulting in a receipt of a merit increase. Educators shall receive an equal percentage enrichment determined by the number of dollars remaining after merit allocation. (Appendix B will be updated accordingly for the 1990-91 academic year.)

A longevity payment of $475 will be given to educators who are at the top salary grade for their rank or group and, as a result, do not receive a merit increment. Such a payment shall not be added to the salary base or schedule.

(b) Extra Service Teaching

Extra service teaching pay shall be $463 per lecture contact hour and $349 per lab contact hour for educators in their first or second semester of extra service teaching and $518 per lecture contact hour and $385 per lab contact hour for educators in their third semester or more of extra service teaching. Extra service pay for educators shall be increased 2.5% in

1989-90 and 2.5% in 1990-91.

(c) Voluntary Prison Teaching

Educators electing to teach courses at correctional facilities shall receive $150 additional salary per course for each course taught in a correctional facility.

(d) Evening Supervision

Evening supervision pay for teaching educators shall be a $279 flat fee plus $61 per section.

(e) Remuneration for non-job related assignments voluntarily assumed by non-teaching educators and registration-related assignments voluntarily assumed by teaching educators shall be at the rate of $15.00 per hour for those who are in their first or second semester of such assignments, and at the rate of $18.00 per hour for those who are in their third semester or more of such assignments.

(f) Teaching educators serving as program chairpersons shall be assigned a full teaching load as per Section 6.3. Their stipend will be $3,548.

If a full load as per Section 6.3 cannot be assigned, the stipend shall be reduced as follows:

Contact Hours Assigned	1987-1991 Dollar Reduction
2 less than a full load	443.00
3 "	887.00
4 "	1,330.00
5 "	1,774.00
6 "	2,217.00
7 "	2,661.00
8 "	3,104.00
9 "	3,548.00

(g) Instructional duties other than classroom teaching related to an educator's professional role can be utilized to achieve full loads. These duties with

equivalent contact hours for an academic year are: for directing athletics or advising student publications, eight (8); for producing and/or directing a play, coordinating the Honors Program, coordinating the writing clinic, or directing the Art Gallery, six (6); for directing the on-campus activities of the Forum (4); for producing the fashion show, three (3); for testing, for piano, or for being an art advisor, two (2). The rate of payment shall be the current extra service teaching rate.

Should the College choose to hire a full-time educator for any of the above mentioned duties, it will divide these educators, for compensation purposes, into two groups: those certain to have full loads on an annual basis who will be paid on the adjunct lecturer payment schedule, and those not certain of full annual loads who will be paid on the overload schedule.

(h) Educators who are assigned to develop, administer, and score tests for credit for life experience and proficiency tests shall be paid at the rate of $11.08 per hour. The amount of time involved to perform these tasks shall be agreed upon in advance between the department head and the Dean of Academic Affairs.

(i) Payment and teaching load of educators involved in innovative external learning programs shall be negotiated as these non-traditional methods of instruction are developed and implemented.

(j) Teaching educators promoted to a new rank will not move vertically, but will move horizontally on the salary scale.

8.2 Eligibility for Merit Review:

A teaching educator who is employed full time for one complete semester or its equivalent in an academic year or an administrator who is employed full time for five successive months during any part of an academic year is eligible to receive a merit salary increment if he/she returns as a full-time employee in the same position or rank in the succeeding year or at the end of an approved leave of absence. Teaching educators and administrators who are employed full time at the College for less than these specified times or in a temporary or acting position are not eligible for a merit salary increment.

8.3 Step Removal:

In 1987-1988 and in 1988-1989, the first step of Group A, Group B, and Instructor salary schedules shall be eliminated.

ARTICLE IX:

MISCELLANEOUS

9. Terms and Conditions of Employment:

Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with DUE as required by PERB. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

ARTICLE X:

CONCLUSION OF COLLECTIVE NEGOTIATIONS

10.1 Conclusion of Collective Negotiations:

This agreement is the entire Agreement between the Board of Trustees and DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

10.2 Severability:

In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the Sate of funds made available by Federal law, State law or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms or conditions of this Agreement.

ARTICLE XI:

APPROVAL OF THE LEGISLATURE

11. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XII:

DURATION OF AGREEMENT

12. This Agreement shall be effective as of 9/1/87 and shall continue through 8/31/91.

DUTCHESS COMMUNITY COLLEGE

By _____
Joseph Jiudice
Chairman of the Board of Trustees

DUTCHESS UNITED EDUCATORS

By _____
Richard Reitano, President
Dutchess United Educators

COUNTY OF DUTCHESS

By _____
Lucille Pattison
County Executive

Signed April 13, 1988
(Date)

APPENDIX A - ACADEMIC FREEDOM

All parties to this Agreement endorse the following AAUP Statement on Academic Freedom:

A) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C) The College or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

APPENDIX B - 1987-88 SALARY SCHEDULE - TEACHING EDUCATOR

1987-88 After Enrichment

Step Difference:

Step	$881 Instructors	$998 Asst. Profs.	$1,114 Assoc.Profs.	$1,231 Profs.
1				
2				
3				
4		$23,805	$26,088	
5	$22,165	24,803	27,202	
6	23,046	25,801	28,316	$31,070
7	23,927	26,799	29,430	32,301
8	24,808	27,797	30,544	33,532
9	25,689	28,795	31,658	34,763
10	26,570	29,793	32,772	35,994
11	27,451	30,791	33,886	37,225
12	28,332	31,789	35,000	38,456
13	29,213	32,787	36,114	39,687
14	30,094	33,785	37,228	40,918
15		34,783	38,342	42,149
16		35,781	39,456	43,380
17			40,570	44,611
18			41,684	45,842
19				47,073

APPENDIX B - 1987-88 SALARY SCHEDULE - NON-TEACHING EDUCATOR

1987-88 After Enrichment

Step Difference:

	$762	$881	$998	$1,114	$1,231
Step	Group B	Group A	Group 1	Group 2	Group 3
1					
2					
3					
4			$23,805	$26,088	
5	$17,467	$22,165	24,803	27,202	
6	18,229	23,046	25,801	28,316	$31,070
7	18,991	23,927	26,799	29,430	32,301
8	19,753	24,808	27,797	30,544	33,532
9	20,515	25,689	28,795	31,658	34,763
10	21,277	26,570	29,793	32,772	35,994
11	22,039	27,451	30,791	33,886	37,225
12	22,801	28,332	31,789	35,000	38,456
13	23,563	29,213	32,787	36,114	39,687
14	24,325	30,094	33,785	37,228	40,918
15			34,783	38,342	42,149
16			35,781	39,456	43,380
17				40,570	44,611
18				41,684	45,842
19					47,073

APPENDIX B - 1988-89 SALARY SCHEDULE - TEACHING EDUCATOR

1988-89 After Enrichment

Step Difference:

Step	Instructors $881	Asst. Profs. $998	Assoc.Profs. $1,114	Profs. $1,231
1				
2				
3				
4		$24,742	$27,025	
5		25,740	28,139	
6	23,983	26,738	29,253	$32,007
7	24,864	27,736	30,367	33,238
8	25,745	28,734	31,481	34,469
9	26,626	29,732	32,595	35,700
10	27,507	30,730	33,709	36,931
11	28,388	31,728	34,823	38,162
12	29,269	32,726	35,937	39,393
13	30,150	33,724	37,051	40,624
14	31,031	34,722	38,165	41,855
15		35,720	39,279	43,086
16		36,718	40,393	44,317
17			41,507	45,548
18			42,621	46,779
19				48,010

APPENDIX B - 1988-89 SALARY SCHEDULE - NON-TEACHING EDUCATOR

1988-89 After Enrichment

Step Difference:

	$762	$881	$998	$1,114	$1,231
Step	Group B	Group A	Group 1	Group 2	Group 3
1					
2					
3					
4			$24,742	$27,025	
5			25,740	28,139	
6	19,166	23,983	26,738	29,253	$32,007
7	19,928	24,864	27,736	30,367	33,238
8	20,690	25,745	28,734	31,481	34,469
9	21,452	26,626	29,732	32,595	35,700
10	22,214	27,507	30,730	33,709	36,931
11	22,976	28,388	31,728	34,823	38,162
12	23,738	29,269	32,726	35,937	39,393
13	24,500	30,150	33,724	37,051	40,624
14	25,262	31,031	34,722	38,165	41,855
15			35,720	39,279	43,086
16			36,718	40,393	44,317
17				41,507	45,548
18				42,621	46,779
19					48,010

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